

**MASTER AGREEMENT**

**BETWEEN THE**

**IRONWOOD AREA  
SCHOOL DISTRICT**

**AND THE**

**IRONWOOD  
EDUCATION ASSOCIATION**

**2010-2012**

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THE BOARD OF EDUCATION OF IRONWOOD, MICHIGAN, HEREINAFTER CALLED **BOARD** AND THE IRONWOOD EDUCATION ASSOCIATION, AN AFFILIATE OF THE MICHIGAN EDUCATION ASSOCIATION, HEREINAFTER CALLED **ASSOCIATION**, IN CONSIDERATION OF THE MUTUALLY AGREED UPON COVENANTS SET FORTH HEREIN, AGREE WITH EACH OTHER AS FOLLOWS:

#### ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II, of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation, classroom teachers, guidance counselors, librarians, speech and hearing therapists, school nurses, employed by the Board (whether or not assigned to a public school building) but excluding supervisory, executive personnel, all non-teaching employees and all Community Schools Program employees.
- B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
- C. It is recognized that proper negotiation and administration of collective bargaining agreements entail expense, which is appropriately shared by all teachers who are beneficiaries of such agreements. To this end, in the event a teacher shall not join the Association and execute an authorization for dues deduction, such teacher shall, as a condition of continued employment by the Board, execute an authorization for the deduction of a sum equivalent to the dues and assessments of the Association which sum shall be forwarded to the Association. These dues shall be equivalent to the total IEA, MEA, and NEA dues paid by each member. In the event that such an authorization is not signed for a period of thirty (30) days following the first regular day of work, the Board agrees that in order to effectuate the purposes of the Public Employment Relations Act and this Agreement, the services of such teacher shall be discontinued as of the end of the current school year. Such teacher or teachers shall be notified of the termination of their services immediately upon the expiration of the thirty (30) day period heretofore mentioned. However, if at the end of the school year the teacher or teachers receiving the termination notice shall then be engaged in pursuing any legal remedies contesting the discharge under this provision before the Michigan Tenure Commission or a court of competent jurisdiction, such teacher's services shall not be terminated until such time as such teacher or teachers have either obtained a final decision as to the validity or legality of said discharge, or said teacher or teachers have ceased to pursue the legal

remedies available to them by not making a timely appeal of any decision rendered in said matter by the Michigan Tenure Commission or a court of competent jurisdiction.

In any case in which a teacher or teachers contest a discharge under the provisions of paragraph 1, Section C, Article I, and it is necessary for the Board to defend its position and to engage legal counsel and to incur other expenses in so doing, the Association agrees to pay 100% of the expenses so incurred by the Board. The Association retains the right to name the legal counsel to serve on behalf of the Board. The Board may engage its own counsel and be represented if it desires. The district shall be held safe and harmless in the event a teacher should claim damages beyond the action to preserve such a position.

- D. Within thirty (30) days of the first regular day of work hereunder, teachers may sign and deliver to the Board an assignment authorizing deductions of membership dues or assessments of the Association upon such conditions as the Association shall establish.
- E. The deduction of membership dues shall be made from each check for twenty (20) consecutive pay periods beginning with the first pay period in October. The Board agrees to promptly remit to the local Association all moneys so deducted, accompanied by a list of teachers from whom the deductions have been made.
- F. The Board shall also make payroll deductions upon written authorization from teachers for annuities, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board. The payroll deductions for annuities shall be sent in as soon as reasonably possible following each pay period.
- G. Nothing contained herein shall be construed to deny or restrict to any teacher rights (s)he may have under the Michigan General School Laws or applicable civil rights laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

## ARTICLE II - TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Michigan Public Employment Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institutions of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board and the Association specifically recognize the right of both parties appropriately to invoke the assistance of the Employment Relations Commission, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement, and the Board and Association agrees to be bound by any lawful order or award thereof.
- C. The Association and its members shall have the right to use school building facilities with administrative approval at all reasonable hours for meetings. No teacher shall be prevented from wearing insignia pins or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members. Any such request shall not be arbitrarily denied.
- D. The Board agrees to give access to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

### ARTICLE III - BOARD'S RIGHTS CLAUSE

- A. The Board on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the law and Constitutions of the State of Michigan and of the United States.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms thereof are in conformance with provisions of P.A. 379 of 1965, the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other laws or regulations as they pertain to the Employer.

#### **ARTICLE IV - ACCOUNTABILITY CLAUSE**

- A. The teacher is accountable for the reasonable care of the assigned room, equipment, supplies and material. (S)He will be charged with prevention of destruction or misuse of the above items. If destruction or misuse does occur, it must be reported to the building principal immediately giving full details as to circumstance causing said damage.
- B. In addition the teacher will be held accountable for the educational advancement of the assigned pupils to the greatest extent possible and within the acceptable methods of pedagogy.

## **ARTICLE V - PROFESSIONAL COMPENSATION**

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the period of this Agreement, and is based upon the school year adopted in Schedule C.
- B. Members of the faculty shall not be assigned to assist or work at after school activities in which a charge for attendance is made. Faculty members shall have prior opportunity to fill paid positions for such activities at the regular established rates.
- C. An athletic ticket pass will be issued to all teachers, not spouse included, who make some direct contribution to the athletic program at any level of the school system. Any teacher who will sign up and accept a night of duty in connection with a paid athletic event without pay will receive a season pass to all charge athletic events and if such person accepts a second night, a pass will be issued for the spouse.
- D. Extra duty schedule, see Schedule B.
- E. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance equivalent to the IRS mileage rate and a basic allowance of fifty dollars (\$50) per semester. The same mileage allowance shall be given for use of personal cars for field trips or other business of this district. The teacher is to pay his/her own insurance except for excess. A minimum of \$50,000 to \$100,000 public liability is required. The School Board will provide an over-ride of \$100,000/\$1,000,000 of insurance.
- F. A Head Teacher will be compensated at the rate of twenty dollars (\$20.00) per day or ten dollars (\$10.00) per half day. To be eligible for this pay the building principal must be gone from the building for more than one (1) hour.
- G. The school guidance counselor may be assigned additional days outside of the school year at the discretion of the Superintendent. Such days shall be compensated on a per diem rate.



## ARTICLE VI - TEACHING HOURS

- A. Teachers will be assigned on the job schedules beginning fifteen (15) minutes before the start of the class day and ending fifteen (15) minutes after the close of the class day, excluding a duty-free uninterrupted lunch period, and will include a minimum of fifty (50) minutes for preparation. The time that teachers are available before and after school is unassigned time and will not be counted as preparation time nor elementary break time.
- Fridays and days before holidays, teachers may leave once the classes are dismissed.

**Teachers will be assigned on the job schedules beginning fifteen (15) minutes before the start of the class day and fifteen (15) minutes after the close of the class day excluding a duty free uninterrupted lunch period, and will include a minimum of fifty (50) minutes for preparation. Teachers may be assigned extra duties during the fifteen (15) minutes before the start of the class day and fifteen (15) minutes after the close of the class day.**

**Teachers not assigned duties may leave five (5) minutes following student dismissal. The time that teachers are available before and after school will not be counted as preparation time nor elementary break time.**

**Fridays and days before holiays, teachers may leave once the classes are dismissed.**

**This language will expire with the expiration of the signed agreement.**

- B. Upon an acceptable arrangement for two teachers to split a teaching assignment upon their written request, such teachers can only exercise seniority rights for a full-time position in case of a vacancy for each person.
- Also, such teacher will earn seniority credit on a prorated basis for placement on the seniority list and for fringe benefits. Such teacher or teachers must attend meetings pertaining to their position.
- C. The administration may schedule up to two (2) hours of teachers' meetings per month. Attendance at these meetings is mandatory for all teachers, unless said teacher has been excused, in advance, by the building principal or the superintendent.
- D. Parent-teacher conferences shall be scheduled as part of the District's annual calendar (Schedule C). Attendance at these conferences shall be mandatory, unless the teacher is excused by the superintendent. Personal leave shall not be granted on conference days, except for an emergency and with the superintendent's permission.

## ARTICLE VII - TEACHING LOADS AND ASSIGNMENTS

- A. The normal weekly teaching load in grades 6-12 will be thirty (30) assigned periods. The rest of the workday shall be comprised of a duty-free lunch period and unassigned preparation periods. Middle school (6-8), by mutual agreement between the middle school principal and a simple majority of the middle school staff, may alter the schedule in ways believed to improve the effectiveness of the middle school program. The sixth grade program in effect during the 2005-06 school year will be the model utilized for the 2006-07 school year. Any future changes in the sixth grade program will be governed by the language of the previous sentence. No other departure from these norms, except in case of emergency, shall be authorized without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance negotiation procedure hereinafter set forth.
- B. Since preparation is vital to good classroom instruction, teachers must complete weekly lesson planning as directed by the professional administrative staff.
- C. Since pupils are entitled to be taught by teachers who are working within their area of competence, and qualifications, teachers shall be assigned within the scope of their teaching certificates and in compliance with the requirements of the No Child Left Behind Act for highly qualified teachers, except for existing exemptions.
- D. Teachers hired to handle an extra duty assignment as indicated in Schedule B cannot resign from this duty separately from their regular teaching assignment during the time of the extra-duty assignment unless notice at the end of a current season of intent to resign the extra assignment the following year is given to the administration or unless some other qualified person in the system will accept said position.
- E. Elementary teachers will be provided one fifteen (15) minute relief period each day. In addition, elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists. This includes time the students are scheduled to be with the library aide. If a specialist or library aide is absent and the district is unable to obtain the services of a substitute, teachers who agree to give up preparation time to cover classes shall be compensated the appropriate prorata stipend as specified in Section G below.
- F. If a teacher shall teach more than the normal teaching load on a regular basis as set forth in this Article, (s)he shall receive additional compensation at his/her hourly rate for each teaching period in excess of such norms.

Example:  $\frac{\text{annual salary}}{\text{number of hours taught per year}}$

This is not applicable to courses taught for the Community Schools Program.

- G. If a teacher agrees to substitute for an absent teacher during his/her preparation period when asked to do so by the administration, the teacher will receive fifteen dollars (\$15) per period. This amount shall be prorated where applicable for the elementary teachers.
- H. Elementary teachers shall no longer be required to fill out the CA 10 forms.
- I. Teachers who opt to perform noon, recess, bus, locker room, or lunch duty shall be compensated at fifteen dollars (\$15.00) per hour with a minimum of seven dollars (\$7.00) per duty. No teacher shall be required to perform such duties. Compensatory time off in lieu of pay for these duties will not be permitted.

[This paragraph is suspended until the expiration of the agreement provided that said duties fall within the normal teacher workday.]

- J. All teachers will attend scheduled professional development unless specifically excused by his/her building principal up to the time requirements of applicable law. If other professional development days are added, they would be voluntary and teachers to be paid a per diem rate based on the current daily substitute teacher pay rate. For any additional professional development days which are required, teachers will be paid a per diem rate based upon the BA/BS degree salary schedule base.
- K. Beginning with the 2005-2006 school year the following shall apply:
  - 1. Elementary (K-6)

In the event it is necessary, the parties agree that the elementary student instructional day shall be modified to meet state requirements. If additional instructional days or hours are necessary to meet Michigan annual hour requirements, such days or hours shall be added. If the hours/days need to be added, the new schedule shall be subject to negotiations.
  - 2. Secondary (7-12)
    - a. Teachers opting to voluntarily accept assignment to supervise a study hall as a seventh (7th) contact period per day shall receive an additional \$1,000 per semester.
    - b. A single class may be scheduled for more than one period. In such cases, each period will count as a contact period and the class to count as one preparation.
    - c. A secondary teacher's total student count should not exceed 160 students. However, should the administration deem it necessary to exceed 160 students for a secondary teacher, said teacher shall receive an additional \$50 for each student over 160 per semester. Student count from study halls, Phy Ed, and music shall not be included in the calculation.

**ARTICLE VIII - TEACHING CONDITIONS**

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teachers is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible and that the following list includes desirable maximums. When balancing classes at the beginning of the school year, each mainstreamed student will count as one (1) if he/she is in the special education classroom 50% or more of the day and will count as two (2) if he/she is in the special education classroom less than 50% of the day.

- (1) Kindergarten..... 25 pupils
- (2) Elementary school grades ..... 34 pupils
- (3) Special Education classes ..... 15 pupils

The desirable class size per teacher in the secondary schools shall be as follows:

English >		Computers .....	24 pupils
Social Studies >		Industrial Arts .....	20 pupils
General Education >		Vocational Shops .....	20 pupils
Mathematics >	30 pupils	Art .....	30 pupils
Science >		Physical Education.....	40 pupils
Language >			
Business >			

At the beginning of the year (first student day), classes shall be balanced within two (2) student F.T.E.'s for grades K and 1; within three (3) student F.T.E.'s for grades 2, 3, and 4; and within four (4) student F.T.E.'s for grades 5 and 6. The District shall make every effort to ensure the classes are balanced at these levels throughout the school year.

- B. The Board shall furnish without charge three (3) smocks to be used by each art, home economics, industrial arts, and laboratory science teacher, and shall provide without charge laundering services therefor.
- C. The Board shall retain in each school existing lunchroom, restroom, and lavatory facilities exclusively for teacher use and at least one room appropriately furnished, which shall be reserved for use as a faculty lounge.
- D. Telephone facilities shall be made available to teachers for their reasonable use.
- E. Adequate and restricted parking facilities shall as far as possible be made available to teachers for their exclusive use.

- F. A teacher-administrative council shall be set early in the school year to meet periodically, preferably monthly, to discuss problems of concern to teachers and administration. It shall be composed of the Superintendent, the high school principal, one elementary principal, one teacher from each elementary building, and two from the high school. The meeting will be held after school hours.
- G. Teachers teaching in different buildings will have schedules set so that they will teach consecutive hours in each building.

## ARTICLE IX - EMPLOYEE DISCIPLINE AND PERSONNEL RECORDS

- A. No teacher shall be disciplined, penalized, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, penalty or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure as herein set forth.
- B. A teacher shall at all times be entitled to have present a representative of the Association when (s)he is being penalized, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no further action shall be taken with respect to the teacher until such representative of the Association is present.
- C. Each file shall contain a cover sheet to be signed and dated by any person reviewing the file.
- D. Material placed in the file, including evaluations, shall not be released to any person without written permission from the employee or valid court order, excepting that materials requested subject to Michigan's Freedom of Information Act shall be released in accordance with the following:
  - 1. The District shall immediately notify the teacher who is subject to the request and provide the teacher with a copy of the request.
  - 2. The District shall allow the teacher the right to review the requested material before release.
- E. Each employee shall have the right upon request to review the contents of his/her own file, except confidential material as determined by law. A representative of the Union may be requested to accompany the employee in such review. In the event the employee feels that material placed or to be placed in the file is inappropriate or in error, he/she may receive adjustment through the grievance procedure whereupon, pending outcome of the grievance, the material shall be corrected or expunged from the file.
- F. An employee may or may not, at his/her option, attach a written response to be attached to any material placed in the file.
- G. If an employee is requested to sign any material placed in the file, such signature shall be interpreted to mean only that the employee knows of its presence.
- H. Any complaint directed toward a teacher deemed to have merit shall be discussed with the teacher.

## ARTICLE X - VACANCIES AND PROMOTIONS

- A. Whenever any vacancy in any bargaining unit position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least seven (7) calendar days. Any teacher may apply for such vacancy. If a vacancy occurs during the school year, it will not be filled on a permanent basis until the following year. Said vacancy shall be posted when it occurs.
- B. If a teacher within the system applies for a teaching position for which an employee is qualified and certified, the employee shall be appointed to that position. If two or more teachers within the district apply, the teacher with the longer time of service for the school district shall be appointed. If no teacher from within the system applies, the position can be filled from outside the district. If requested, unsuccessful applicants shall be given reasons for not attaining the position.
- C. A temporary vacancy shall be defined as a position that has been vacated on a temporary basis by the teacher who originally held that position. The administration may fill such vacancies on a temporary basis for less than a semester without the need for posting the position. When the original teacher vacates the position on a temporary basis for a semester or more, the position shall be posted with a notation as to the length of time for which this position may be retained by the teacher who fills such vacancy. All other vacancies within the system must be posted according to Section A of this article.
- D. Any part-time teacher hired will have rights only for a position equal to or less than their current position. If a full-time position becomes vacant, the district has the right to post and hire a full-time person. If it is mutually advantageous, the district may appoint the part-time person to a full-time position. This section does not apply to full-time teachers who have been reduced to part-time.
- E. When a bargaining unit member in charge of a Schedule B activity retires or leaves the School District for any reason, said Schedule B position shall be posted.
- F. Extra duty positions held by non-bargaining unit members shall be posted annually. Where a qualified bargaining unit member applies, he/she shall be appointed to the position. The Board and Union shall meet to develop a set of minimum qualifications for all head coaching positions. This section shall not apply to any employee who has been dismissed with cause.
- G. Administrative vacancies shall be posted in each building.

H. The following duties shall be posted on an annual basis: head teacher, lunchroom duty, bus duty, study room duty, hall duty, and other duties offered to bargaining unit members on a building-by-building basis. These positions shall be filled by the most senior applicant. A teacher shall be limited to filling two (2) positions, except for those buildings where there are not enough applicants to fill all of the positions. In such instances, teachers with two (2) duties will be allowed to fill additional positions. Each position shall be for the entire school year.



## ARTICLE XI - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university, and/or a valid certificate, except as modified in Section B below.
- B. The employment of teachers by individual contracts as based on special certificates is to be permitted only in cases of absolute necessity.
- C. Teachers shall not be assigned outside the scope of their teaching certificates and their major or minor field of study, except temporarily and for good cause, and with teacher's consultation.
- D. Teachers shall receive their teaching schedules by August 1<sup>st</sup> prior to each school year. In the event that changes in schedule are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teacher's schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same. If the Board cannot prove an emergency situation exists, an affected teacher may turn down the change in their schedule.
- E. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedule B, and summer school courses, shall be with the consent of the teacher.

## ARTICLE XII - TRANSFERS

- A. In the event that transfers of teachers appear to be necessary, lists of available positions in the district shall be posted in the same manner as provided in Article X. Teachers who are involved in transfers shall be notified at least thirty (30) days prior to the beginning of the school year, except in emergency situations.
- B. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as (s)he may have had under this Agreement prior to such transfer to supervisory or executive status. Such personnel shall receive credit for years of teaching on the seniority list only for the years that (s)he qualified under Article I-A and was not a supervisor and excluded from the contract.
- C. This article is not meant to take away any seniority rights of individuals that were granted under previous contracts.
- D. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher and the Association of the reasons for such transfer. Involuntary transfers shall be affected by inverse seniority.
- E. The parties agree that involuntary transfers as referenced in Section D above shall be interpreted and defined as follows:

**Elementary:** Transfers shall be defined as a change in building, position, subject area, grade level, or any combination of the above.

In the event the District closes a building, a change in building alone shall not be considered an involuntary transfer unless said change includes a change in position, subject area, or grade level.

**Junior/Senior High School:** Transfer shall be defined as the movement of a Junior or Senior High teacher to the elementary level. The District shall continue its practice of assigning teachers within their area of certification.

### ARTICLE XIII - REDUCTION OF STAFF

- A. Each year the Board of Education will prepare a seniority list for all teachers following the guidelines established in Section F of this Article. The list will rank the teachers in reverse order of their seniority, with those hired the same date being listed in the order agreed upon at that time. Also named will be the areas for which they are certified and qualified under the guidelines of ESEA.

Each teacher will be provided a copy of the seniority list and will be given five (5) working days to inform the Superintendent in writing of a disagreement with the list. The Superintendent and the teacher will meet to try to discuss the disagreement and arrive at a mutually acceptable solution. If the teacher is not satisfied with the solution (s)he can use the grievance procedure established in this contract.

- B. On the 9-12 level, positions which are to be eliminated will be identified. The teacher with the least seniority whose position can be filled by a certified and qualified teacher from within the District will be laid off. Teaching assignments will then be made according to certification and qualifications.
- C. On the elementary and 7-8 level, if a teacher's position is eliminated, (s)he will have the right to bump any teacher with less seniority for which (s)he is certified and qualified. The bumped teacher will have like bumping privileges. The teacher whose position is eliminated will have five (5) days to notify the Superintendent in writing of his/her desire to bump after receiving notification. The Superintendent will notify the next bumped teacher who will also have his/her five (5) days to bump, etc.
- D. Teachers bumping or applying for positions in grades 4-6 must demonstrate a strength in the same academic core area as the previous teacher or the academic core area specified in the posting. The demonstrated strength may be determined by teacher certification, teacher training, previous experience, or another method deemed satisfactory by the building principal.
- E. Teachers will be called back on the basis of seniority with the most senior laid-off teacher recalled first according to his/her certification and qualifications. A teacher shall remain on the layoff list a number of years equal to the number of years of service to the district. Part-time employees will be credited with a full year of time on the layoff list. A tenured teacher shall be allowed, as a minimum, three (3) years of recall rights per the Michigan Teacher Tenure Act.
- F. No teacher shall be laid off unless (s)he has been notified of said layoff by April 1. The teacher must be given written notification stating the reason for the layoff.

G. Seniority will be defined as the total number of years or pro-rated part-time years which a person has taught in continuous contractual service in the school district and is a member of the bargaining unit except those persons covered under Article XII, Sections B and C. There shall be no seniority among probationary teachers for purposes of staff reductions only. Otherwise, seniority among teachers hired on the same date will be determined by listing order in the board minutes.

#### ARTICLE XIV - SICK LEAVE PAY

- A. Sick leave shall be granted in case of illness or physical disability due to accidental injury of the employee only. Conditions created by other members of the family will be limited to the extent covered by emergency leave, Article XV, Section B.1.
- B. Sick leave shall accumulate at the rate of twelve (12) days a year to a total of 180 days.
- C. Twelve (12) days shall be credited to each teacher upon the first day of the school year except when maximum is or will be reached during the school year when it will be added at the end of the year if used during the year.
- D. Should a teacher leave the school system during the school year (s)he will reimburse the school for any sick leave pay (s)he might have received based on the sick leave allowance for that year. The prorated return shall be determined by consideration of the fraction of the total number of school days remaining at the time of his departure.
- E. Sick leave is provided for illness and personal injury of the employee or his/her immediate family. For the purpose of this Section (E), immediate family shall include spouse, parent, children, or other person living in the employee's household. Extended absences in excess of five (5) consecutive days shall be subject to board approval. The Board reserves the right to investigate alleged misuse and require a doctor's statement if deemed necessary. An employee violating this section and found guilty will be subject to discipline and docking of pay.

#### Sick Leave Bank

- F. At the beginning of the school year each teacher shall contribute an amount not to exceed three (3) days of the foregoing sick leave allowance to a common bank, which will carry a maximum number of days equal to the number of teachers multiplied by three (3), and which will be administered by a committee of three (3) persons. The Association and the Board shall each name a representative to the committee and the remaining one will be mutually agreed upon by the Association and the Board.

The teachers who have exhausted their accumulated personal leave and the critical illness allowance or emergency in the immediate family may petition this committee for additional sick leave days from the bank provided there are sufficient days remaining in the bank. This petition must be supported by the statement of a physician. In no case will a teacher be paid personal sick leave for more than the number of working days specified in the current contract year.

The bank will be replenished with one (1) day from each teacher when the number of days remaining in the bank equals the number of teachers in the system. Teachers who have reached the maximum accumulation of 180 days may, at their option, donate to the bank any days over 180 remaining at the end of the contract year.

Teachers on maternity leave may use sick leave.

## ARTICLE XV - LEAVES OF ABSENCE

- A. Any teacher whose personal illness extends beyond the period compensated under Article XIV shall be granted a leave of absence without pay for such a time as is necessary for complete recovery from the illness, for not more than one (1) year, subject to renewal at the discretion of the Board. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.
- B. Leaves of absence with pay, chargeable against the teachers' sick leave shall be granted for the following reasons:
1. A maximum of five (5) days per incident for a critical illness or emergency in the immediate family. Critical illness is defined as a health situation which could result in immediate death. An emergency is defined as a sudden generally unexpected occurrence or set of circumstances demanding immediate action.
  2. Attendance at a ceremony awarding a degree to a staff member for such a portion of the day as is necessary.
  3. One (1) day, except where travel requires additional time, for the attendance at the school graduation of a son, daughter, husband, or wife. Additional time shall be within reason as determined by the teacher and superintendent prior to departure.
  4. Two (2) days annually for personal business, except that the number allowed on any given day cannot exceed ten percent (10%) of the total teachers. Leave will be granted in order of request. Once a personal day is requested, it cannot be canceled unless notice is given by the close of office hours the day prior to the scheduled leave. A personal day cannot be taken the first two (2) weeks or the last two (2) weeks of the school year.  
Personal leave days may accumulate up to five (5). Accumulated personal leave may not be taken during August, September, May, June, the last three (3) days of the semester, or parent-teacher conferences.  
Those individuals not using or accumulating personal leave days will be paid at the BA substitute rate. Individuals will inform the Superintendent at the end of the school year that they wish to be paid.
- C. Leaves of absence with pay not chargeable to sick leave allowance shall be granted for the following reasons:
1. An employee shall be allowed for death in the immediate family up to three (3) working days as funeral days, only one (1) of which may follow the day of the funeral. None of the funeral days shall be deducted from sick leave. The immediate family is defined as spouse, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent-in-law, grandparents and grandchildren. One (1) day will be allowed for sister-in-law, brother-in-law, niece, nephew, aunt or uncle. In the event the employee is

responsible for the arrangements for the emergency caused by the death, or in case of distant travel, the Superintendent may allow one (1) or two (2) additional days.

2. Two (2) additional personal days may be granted at the discretion of the Board for teachers with expertise in matters which make a necessary and very important contribution to local community affairs. The applicant for such leave must establish, in writing, the nature of their contribution and how it will benefit the Ironwood Area School District's citizens.
  3. Court appearance as a witness in any case connected with the teacher's employment or the school, or whenever the teacher is subpoenaed to attend any legal proceeding.
  4. Time necessary to take the selective service physical examination.
  5. Eight (8) personal days to be credited to the president of the Association to be used by the Association. Substitute teachers, if necessary, will be paid by the Association. The Association shall be granted seven (7) additional days at actual cost of the absent teacher.
  6. Absence from work because of mumps, pink eye, impetigo, scarlet fever, measles, chicken pox or lice. The teacher must bring a statement from a physician substantiating these illnesses. The following procedure shall apply to teachers who are absent from work due to any of these illnesses:
    - a. The absence shall be submitted to Worker's Compensation as a work related compensable disease.
    - b. If the absence is not compensable under Worker's Compensation, there shall be no deduction for the first twenty (20) days absent.
    - c. The next ten (10) days shall be deducted from sick leave.
    - d. The teacher shall apply to the sick leave bank in accordance with the policies and procedures of the bank.
- D. Leaves of absence of a semester duration or more without pay shall be granted upon application as allowed by law or at the Board's discretion. No credit on the salary schedule or seniority list will be awarded for the leave.
- E. Maternity Leave
1. A leave of absence without pay shall be granted for up to one (1) year for the purpose of maternity.
  2. Any teacher requesting leave shall notify the school administration of the pregnancy no later than the fifth (5th) month of the condition.
  3. The teacher may continue teaching as long as she can continue her regularly assigned responsibilities. The teacher's physician will furnish a statement to this effect, subject to the review and approval of a board appointed and paid physician.

4. A teacher on leave under the above conditions wishing to return to duty shall file a written request with the Superintendent at least sixty (60) calendar days prior to the date she wishes to return to teaching prior to the end of the leave.
  5. Leave for adoption of a child shall begin at the date of acceptance of the child. Leave of absence the same as item 1 above.
  6. If a teacher does not comply with all of the above conditions, the right to such a leave and/or the right to return, may be denied by the Board.
  7. A teacher may use sick leave in lieu of maternity leave.
  8. A male teacher shall be granted a leave of absence without pay for up to one (1) year for the purpose of child rearing. Said leave shall begin immediately following the birth or adoption of a child.
  9. No credit on the salary schedule or the seniority list will be awarded for the leave.
- F. The Board agrees to compensate teachers called to jury duty by an amount equal to the difference between jury pay and the teacher's regular salary.
- G. Any teacher who is absent because of an injury or disease compensable under the Worker's Compensation Law, shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his/her regular salary for the number of days (s)he is absent from his/her teaching duties during the duration of Worker's Compensation or sick leave accumulation. These days shall be subtracted from his/her sick leave on a prorated basis on that portion for which the school paid over and above Worker's Compensation. When sick leave accumulation is exhausted, the employee shall receive only that amount which is paid directly under the provision of the Michigan Worker's Compensation Law.
- H. Homework is not required and if done it is entirely at the option of the teacher. Worker's Compensation insurance is provided for teachers at the place of employment and on officially authorized trips only.
- I. **Terminal Leave Pay:** Any teacher employed ten (10) or more years in the Ironwood Area Schools (formerly the Ironwood School District and the Ironwood and Erwin Township Schools) shall receive upon termination of his/her services from said system \$50.00 for each unused sick leave day for 2011-2012, but not exceeding a total of \$9,000.00 for 2011-2012. In the event of the teacher's death, said sum shall be paid to the teacher's designated beneficiary. Payment of this stipend shall be deferred until the first pay period in January of the year following retirement.



#### **ARTICLE XVI - SABBATICAL LEAVE**

- A. Upon request teachers who have been employed for six (6) years shall be granted a sabbatical leave for one (1) year. During said sabbatical leave, the teacher shall be considered to be on leave with no remuneration of any kind.
- B. A teacher, upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature and status. No credit on the salary schedule or the seniority list will be awarded for the leave.
- C. No more than two percent (2%) of the teaching staff shall be placed on a sabbatical leave upon request.

## ARTICLE XVII - INSURANCE PROTECTION

- A. The Board agrees to provide MESSA Choices II for head of family and single persons. In case of couple employees a family plan or two single plans will be provided. Effective January 1, 2009, the health plan shall become MESSA Choices II with the \$200/\$400 deductible and the \$10/\$20 Rx card.

Beginning July 1, 2011, Insurance coverage shall change to the \$300-\$600 deductible with the \$20 Office Visit.

Employees electing health insurance shall pay 10% of the premium beginning July 1, 2011.

- B. The Board shall provide to the employee the MESSA/Delta Dental Plan 100/70-70-70 (005 orthodontic \$1,200 max) including internal and external coordination of benefits (COB) and VSP 3 Vision coverage for all employees of the bargaining unit and their eligible dependents.
- C. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve-month period. Teachers completing the obligations of their school contract shall have their insurance premiums paid for the months of July and August. When necessary, premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- D. Any teacher within the system who does not choose to be covered by the provided hospitalization plan may apply two hundred dollars (\$200) per month towards an annuity program. This benefit is retroactive to July 1, 2007.
- E. The Board will provide \$10,000 AD & D Term Life Insurance.
- F. At the Board's sole option, insurance benefits may be purchased through a MESSA PAK plan. The Board may utilize this option at any time.
- G. Cash in lieu of insurance benefits are offered through a cafeteria plan; copies of the plan are available at the school business office.

Cafeteria 125 Plan: The District shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code to allow teachers to make payments with non-taxable salary for dependent care, continuing medical expenses not covered by insurance, and insurance premiums, copayments and deductibles. All costs relating to the implementation and the administration of benefits under the Section 125 plan shall be borne by the employer. The plan shall minimally include a benefit selection option to be filled out by all bargaining unit members on an annual basis.

## ARTICLE XVIII - TEACHER EVALUATION

- A. The performance of all teachers shall be evaluated in writing. Evaluation shall be conducted in accordance with the requirements of the Teacher Tenure Act. The purpose of evaluation is to determine the extent to which a bargaining unit member is performing his/her professional duties.
- B. Evaluation shall be conducted by a Building Principal or Assistant Principal or other Administrator assigned to this task and will address the employee's overall work performance.
- C. All teachers shall be evaluated on an annual basis with either a formative or a summative evaluation. A probationary teacher shall receive a summative evaluation annually. A tenured teacher shall receive a summative evaluation once every three years and a formative evaluation the other two years. All evaluation cycles shall be one school year in length.

A summative evaluation shall consist of a pre-evaluation conference with the evaluator to go over a teacher's goals for the school year, a minimum of two classroom observations at least sixty days apart, a pre-observation conference at least five days before each observation, a post-observation conference at most five days following each observation, a year-end written evaluation based upon the observations as required by the Teacher Tenure Act, a self evaluation (model to be agreed upon) and a final evaluation deemed either "satisfactory" or "needs improvement" based upon the written evaluation and statistical growth measures.

A formative evaluation shall consist of a pre-evaluation conference with the evaluator to go over a teacher's goals for the school year, a self evaluation (model to be agreed upon) and a final evaluation deemed either "satisfactory" or "needs improvement" which will include statistical growth measures.

Probationary teachers shall receive their completed evaluation by May 1 of the school year. The evaluator shall prepare, present and review the evaluation with the teacher. The teacher shall sign the form to indicate the review conference was held. The signature shall not be interpreted to necessarily mean the employee agrees with the content of the evaluation. At the employee's option a response may be attached.

Tenured teachers shall receive the results of their evaluations at least one week before the last student day. The teacher shall sign the form to indicate receipt. The signature shall not be interpreted to necessarily mean the employee agrees with the content of the evaluation. At the employee's option a response may be attached.

Given that State standards for teacher evaluations include utilizing student growth as a significant portion of the evaluation, the Ironwood Area School District agrees to the following in regards to summative evaluations:

1. The written evaluation based upon observations shall count 70% towards the final evaluation.

2. A statistical report based upon the District's student growth model in the areas of core class performance, standardized test results, and other District approved assessments will serve in combination with each teacher's progress in reaching their personal goals to comprise twenty (20) percent of the teacher's yearly comprehensive evaluation.
3. The teacher's self-evaluation shall comprise 10% of the teacher's yearly evaluation.

The Ironwood Area School District agrees to the following in regards to formative evaluations:

1. A teacher's progress in reaching their personal goals shall comprise sixty (60) percent of the teacher's yearly comprehensive evaluation.
2. A statistical report based upon the District's student growth model in the areas of core class performance, standardized test results, and other District approved assessments will serve to comprise twenty (20) percent of the teacher's yearly comprehensive evaluation.
3. The teacher's self-evaluation shall comprise 20% of the teacher's yearly evaluation.

- D. All observation or monitoring of the work performance of bargaining unit members shall be conducted openly and with full knowledge of the employee. A classroom observation is defined as a work station visit for at least thirty (30) minutes.
- E. Failure to follow the Teacher tenure Act or the procedures as outlined in this Agreement are evidence of "satisfactory" job performance.
- F. Should the evaluation demonstrate that an employee has any area(s) that need(s) improvement, the evaluator in conjunction with the teacher shall develop a plan of improvement which:
  1. Identifies specifically the area(s) that need(s) improvement.
  2. Provides the employee with specific, appropriate recommendations for improvement.

During the next evaluation cycle the plan of improvement shall be the focus of the preliminary written evaluation. The affected teacher may request a different administrator to evaluate him/her during the next cycle.

- G. The evaluation instrument and individual development plan will be jointly developed by a representative of the Administration and a representative of the Association.
- H. Coaches shall be evaluated periodically using the following procedures and the attached job descriptions and format (Reference Schedule D).
  1. Coaches shall be evaluated at least once every three (3) years by the Athletic Director. The Athletic Director shall evaluate all coaches even if the Athletic Director is also a bargaining unit member. Additional evaluations may be done at the discretion of the Athletic Director.

2. Evaluations shall be based on the direct observations and or knowledge of the evaluator. The evaluations shall minimally include the observation of one (1) full game or event and one (1) full practice session.
  3. The coach shall be determined to be either satisfactory or unsatisfactory in the areas to be evaluated. In the event the coach's evaluation is determined to be unsatisfactory in any given area, the evaluation shall include specific recommendations on how to correct the deficiency, shall establish a specific time frame to enable the coach adequate time to correct said deficiency, and shall outline the assistance to be provided by the administration to help correct the problem.
  4. Upon completion of the evaluation, the Athletic Director shall meet and discuss the evaluation with the coach. The coach shall be required to sign the evaluation. However, said signature shall not be interpreted to mean agreement with the content of the evaluation. The coach shall have the right to attach a response to the evaluation.
  5. A satisfactory evaluation does not guarantee renewal of the assignment. However, no coach shall be dismissed from his/her assignment without just cause.
- I. The evaluation shall be grievable.

## **ARTICLE XIX - PROTECTION OF TEACHERS**

- A. Since the teacher's authority and effectiveness in his/her classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.
- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student when in proper pursuit of his/her duties, the Board will provide legal counsel up to a maximum cost of \$500 per incident and will render all necessary assistance to the teacher in his/her defense.
- D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- E. The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises and involved in proper disciplinary action. Personal property damage shall be limited to \$500, except in a situation involving the teacher's automobile where the limit shall be \$500 or the applicable deductible, whichever is less.

## **ARTICLE XX - NEGOTIATION PROCEDURES**

- A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. At least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.

## ARTICLE XXI - GRIEVANCE PROCEDURE

- A. Grievance Committee:  
The committee, during their working hours, without loss of time or pay, shall investigate and present grievances to the Employer provided it is so urgent that it cannot be done during off hours.
- B. A claim by an Association member, or the Association, that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or any rule, order, policy, or regulation of the Board, may be processed as a grievance as hereinafter provided.
- C. In the event that an Association member believes there is a basis for a grievance, the Association member shall first discuss the alleged grievance with his/her immediate administrator or designee, either personally or accompanied by his/her Association representative. The grievance shall be filed within ten (10) working days of the violation, misinterpretation, or misapplication, or within ten (10) working days of the discovery thereof.
- D. If, as a result of the informal discussion with the immediate administrator, a grievance still exists, the Association member may invoke the formal grievance procedure through the Association. A copy of the grievance shall be delivered to the immediate administrator. If the grievance involves more than one work location, it may be filed with the Superintendent or his/her designee.
- E. Within five (5) working days of receipt of the grievance, the immediate administrator or designee shall meet with the Association in an effort to resolve the grievance. The immediate administrator shall indicate, in writing, his/her disposition of the grievance within five (5) working days of such meeting, and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting, or ten (10) working days from date of filing, the grievance shall be transmitted to the Superintendent or her/his designee. Within five (5) working days the Superintendent, or her/his designee, shall meet with the Association on the grievance and shall indicate in writing, his/her disposition within five (5) working days of such meeting, and shall furnish a copy thereof to the Association.
- G. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting, or twenty (20) working days from date of filing, the grievance shall be transmitted to a Board Committee. Within ten (10) workdays, the Board shall hold a hearing on the grievance and shall indicate, in writing, its disposition within five (5) working days of such hearing, and shall furnish a copy thereof to the Association.
- H. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period provided above, the grievance may be submitted to arbitration. The decision to submit the disagreement to arbitration must be made within thirty (30) calendar days of the date of Board decision. If the parties cannot agree as to the arbitrator, within five (5) working days from the notification that arbitration will be pursued, she/he shall be selected



by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

- I. The fees and expenses of the arbitrator shall be shared equally by the parties.
- J. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. If the Association violates the time lines as specified within this Article without a written waiver, the grievance shall be considered dropped without prejudice. If the District violates the time lines as specified within this Article without a written waiver, the grievance shall be considered sustained.
- K. Notwithstanding the expiration of this Agreement, any claim, or grievance arising thereunder, may be processed through the grievance procedure until resolution.
- L. For the purpose of assisting an Association member, or the Association, in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to, grievances, the Board shall permit an Association member and/or Association representative access to, and the right to inspect and acquire copies of, her/his personnel file and any other files or records of the Board which pertain to the bargaining unit member or any issue in the proceeding in question. Confidential letters of reference secured from sources outside the school system shall be excluded.
- M. A bargaining unit member, who must be involved in the grievance procedure during the work day, shall be excused with pay for that purpose.
- N. Rights to Representation:  
Any party in interest may be represented at all meetings and hearings at all steps and stages of the grievance procedure by another teacher or another person. Provided, however, that any teacher may in no event be represented by an officer, agent or other representative of any organization other than the Association.
- O. Miscellaneous:
  - 1. During the pendency of any proceedings and until a final determination has been reached all proceedings shall be kept confidential between the parties directly involved and any preliminary disposition will not be made public without the agreement of all parties.
  - 2. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
  - 3. Forms for filing grievances, serving notices, taking appeals, making appeals, making reports and recommendations, and other necessary documents shall be given appropriate distribution by the Superintendent so as to facilitate operation of the procedure set forth herein.

## ARTICLE XXII - MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement or any subsequent agreement covering the same period as the individual contracts do. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed by the Board.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. All provisions of this contract, as well as any of a desirable nature by either party not included, are herewith closed for the duration of this agreement.
- E. The teacher's salary will be divided into twenty-six (26) equal payments to be issued bi-weekly. Those teachers wishing to receive their full contractual pay on the last payday of the school year may do so upon request.
- F. Those teachers performing extra duty for which pay is given such as bus duty, lunch duty, etc., shall receive their extra duty pay in separate checks the first payday in December and the last payday of the school year.
- G. Act of God days shall be handled in accordance with whatever the state law or regulations permit. If the school district is required to make up instructional days, the parties shall meet and mutually decide where to place these additional days on the calendar.
- H. **Shared Academic Program:** Any participation by a teacher in the Shared Academic Program shall be done strictly on a voluntary basis. If a teacher is required to travel to a neighboring school district under this program he/she shall retain all privileges as a teacher under this master contract. Such contractual rights shall include, but are not limited to the following: salary, fringe benefits, seniority, grievance procedure, and travel mileage. Such a teacher shall not be reduced in rank or compensation or deprived of any professional advantage because of participation in this program. Required travel time to and from a neighboring school district shall be within the normal school day schedule. The teacher shall be guaranteed the same uninterrupted duty-free noon hour and preparation time as provided in this contract.

- I. A special yearly tuition fund of fifteen thousand dollars (\$15,000) will be established. The money can only be used for educational improvement. Ground rules will be established by one member from each of the following: Board, EA, Administration, and Uniserv office. In order to be reimbursed, a teacher must be a member of the teaching staff for the following year. Reimbursement shall not exceed a maximum of fifteen (15) credit hours per teacher at the full rate.
- J. In the event that the Ironwood Area School District receives a State report showing that a school district building made AYP, every member of the IEA who work in that building shall receive a merit bonus of \$100 on their following paycheck, prorated for those who work in the building on a part time basis.
- K. In the event that the Ironwood Area School District receives a State report showing that a school district building received an Education YES! grade of an 'A', every member of the IEA who work in that building shall receive a merit bonus of \$200 on their following paycheck, prorated for those who work in the building on a part time basis.

### **ARTICLE XXIII - CONSOLIDATION/ANNEXATION**

- A. In the event that this District shall be combined with one or more districts through consolidation or annexation, the Board will use its best efforts to assure the continued recognition of the Ironwood Education Association and the continued employment of its members. However, the Board will be governed by any State laws, court rulings, or decisions handed down by the Michigan Employment Relations Commission or any body that may have control by law. Such governing body has control over the above language entered in this contract.
- B. If the Ironwood Area School District is the annexing district, the seniority list shall remain unchanged and the incoming teachers from the annexed district will begin with zero (0) years of seniority on the list. However, the annexed district teachers shall be placed on the salary schedule at Board discretion. Further, the Board agrees not to voluntarily negotiate any matter with the annexed district's teachers or their representatives. Such negotiations, if necessary, shall be through the recognized bargaining agent which is the Ironwood Education Association.

## **ARTICLE XXIV - SCHOOL IMPROVEMENT/SITE-BASED DECISION MAKING**

### **A. School Improvement Plans (SIP)**

The provisions contained in this section shall apply to all School Improvement Plans (SIP) as provided in Public Act 197 of 1989, Section 15.1919 (919b) MSA.

The Ironwood Education Association will agree to cooperate and participate in developing the district-wide School Improvement Plan.

B. Any provision(s) of an SIP or applications thereof affecting the wages, hours, and/or other terms and conditions of employment, or the impact of any wages, hours, and/or other terms and conditions of employment of any bargaining unit members must have the written approval of the Association prior to being adopted and/or implemented.

C. The conditions which follow shall govern employee participation in any and all plans, programs or projects included in the term *SIP*:

1. Participation by the employee is voluntary.
2. Participation or non-participation shall not be used as a criterion for evaluation, discipline or discharge.

### **D. Site-Based Decision Making (SBDM)**

Site-based decision making is the process by which the teachers at the work site jointly make decisions affecting their working conditions. Decisions made by the SBDM committee shall not violate the Agreement. Decisions made by the SBDM committee will be approved by the Association and Board prior to implementation of the decisions.

E. Participation on a SBDM committee is voluntary and shall not be a part of a teacher's evaluation, or otherwise be used to discipline the teacher.

F. Committee decisions will be by consensus. The chairperson of the committee will be selected by the committee.

G. Committee decisions that require a deviation from the Agreement will be permitted only after a properly executed Letter of Agreement between the Association and Board.

H. In the event that any provision(s) of an SIP/SBDM or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.

I. The Board shall have the right to determine the composition of the SBDM and SIP committees. The Board agrees teachers shall be on the committees. Once the Board has determined the composition of the committees, the IEA shall have the right to select the teacher representatives.

**ARTICLE XXV - MENTOR TEACHERS**

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code.
- B. Each teacher in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Administration. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
- C. A Mentor Teacher shall be assigned in accordance with the following:
  - 1. Participation of bargaining unit members as a Mentor Teacher shall be voluntary and without compensation.
  - 2. Every effort will be made to match the teacher with a Mentor Teacher who works in the same building.
  - 3. Teachers may be assigned one (1) or more Mentor Teachers. Where possible, at least one (1) shall be a member of the bargaining unit.
- D. The purpose of the Mentor/teacher match is to acclimate the teacher and to provide necessary assistance toward the end of quality instruction. The Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in any evaluation.

## **ARTICLE XXVI - PUBLIC SCHOOL ACADEMIES**

- A. The District will provide notice to the Association of any formal inquiry regarding a public school academy application made to the District, or an application to an ISD, Community College, or public university of which it has knowledge.
- B. The District agrees to furnish the Association with a copy of any application seeking authorization of a public school academy and all required information concerning the application to authorize a public school academy.

**ARTICLE XXVII - DURATION OF AGREEMENT**

This agreement shall be effective as of July 1, 2010, and shall continue in effect for one (1) year through December 31, 2012. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

DATE OF SIGNING:

\_\_\_\_\_

\_\_\_\_\_

IRONWOOD AREA SCHOOLS BOARD OF EDUCATION:

BY \_\_\_\_\_

President

BY \_\_\_\_\_

Secretary

IRONWOOD EDUCATION ASSOCIATION:

\_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_

President

BY \_\_\_\_\_

Committee Chairman



**SCHEDULE A  
IRONWOOD EA  
2010-2012**

<b>STEP</b>	<b>BA</b>	<b>BA+20</b>	<b>MA</b>	<b>MA+30</b>
	<i>(1387)</i>	<i>(1395)</i>	<i>(1624)</i>	<i>(1630)</i>
0	33,077	34,037	34,992	35,506
1	34,464	35,432	36,616	37,136
2	35,851	36,827	38,240	38,766
3	37,238	38,222	39,864	40,396
4	38,625	39,617	41,488	42,026
5	40,012	41,012	43,112	43,656
6	41,399	42,407	44,736	45,286
7	42,786	43,802	46,360	46,916
8	44,173	45,197	47,984	48,546
9	45,560	46,592	49,608	50,176
10	46,947	47,987	51,232	51,806
11	48,334	49,382	52,856	53,436
12	49,721	50,777	54,480	55,066
13	51,108	52,172	56,104	56,696
Longevity:				
15	53,669	54,526	58,587	58,989
20	55,076	55,932	60,221	60,622
25	56,479	57,335	61,855	62,257

All employees between the 13<sup>th</sup> and 15<sup>th</sup> step shall receive \$500 more than step 13.

New hires shall be limited to six (6) steps on the BA track from point of origin.

**SCHEDULE B**  
**Ironwood Area Schools**  
**2010-2012**

Extra duty salaries will be based on a percentage of the appropriate salary schedule step which is determined by the number of seasons of experience in the district in that sport or activity. Coaches moving from Junior High to Senior High will receive a full season credit for each season in that sport.

The following steps are included in the extra duty schedule.

**Years Experience in Ironwood**

0	% x BA BASE
1	% x BA STEP 1
2	% x BA STEP 2
3	% x BA STEP 3
4	% x BA STEP 4
9	% x BA STEP 4 x 1.10
14	PREVIOUS STEP x 1.05

No person who was on Schedule B last year will receive less this year. Each person will receive the higher rate of the old or new schedule.

* Includes Pre-Season and Christmas Vacation	
Head Football * .....	14%
Head Basketball * .....	14%
Head Track .....	8.5%
Head Track .....	11% ( <i>Dual Position</i> )
Volleyball .....	14%
Baseball & Senior Little League	11%
Tennis .....	5%
Golf.....	5%
Cross Country.....	6.5%
<i>(Add 1% if both boys' and girls' teams are coached.)</i>	
Skiing.....	5%
Middle School Football.....	4%
Middle School Basketball.....	5%
Middle School Track.....	2%
Middle School Cross Country ...	2%
Cheerleading.....	2 positions at 4% each
Vocal Director .....	8%
Band Director .....	8.5%
Elementary Vocal .....	4%
Elementary Band .....	4%, plus 1% additional if middle school responsibilities are included
Hematite .....	4%
Drama Club Advisor.....	2.5% per play - maximum 2 plays
Senior Class Play .....	2.5% per play - maximum 2 plays
Student Senate .....	2.5%
Senior Class Advisor .....	2%
Junior Prom .....	3%
Science Olympiad.....	3.5%
Quiz Bowl.....	3.5%
Pep Club .....	1%
BOEC .....	3%

*(Schedule B, continued)*

Drivers Training ..... Ironwood teacher 12.7% - Outside employee 10.3%  
 Summer Band ..... \$26 per hour  
 Middle School Student Senate... 1.5%  
 Freshman Advisor ..... \$50  
 Sophomore Advisor..... \$50  
 Middle School Quiz Bowl ..... 2%  
 Middle School Science Olympiad .... 2%  
 Instructional Technology..... \$26 per hour  
 National Honor Society ..... 1%  
 Summer School Teaching..... \$26 per hour

**The following Schedule B positions are suspended until such time the Board of Education takes action to reinstate them:**

Hockey.....	14%	Assistant * .....	10%
Baseball Assistant.....	7.5%		
NASS.....	1%		
SADD .....	1.5%		
FHA	3%		
Forensics.....	3.5%		
Debate.....	4%		
School Newspaper .....	3% (must be done outside of school hours)		
Camera Club .....	2%		

**SCHEDULE C  
IRONWOOD AREA SCHOOLS  
2011-12 Calendar**

Tuesday	August 30	No School	Professional Development
Wednesday	August 31	No School	Professional Development
Thursday	September 1	No School	Professional Development/Meetings
Monday	September 5	No School	Labor Day
Tuesday	September 6	School	First Day of School (Full Day of Classes)
Wednesday	October 12	School	Evening Conferences 5-7 p.m. (7-12)
Thursday	October 13	School	Evening Conferences 5-7 p.m. (7-12)
Friday	October 14	No School	Professional Development
Wednesday	November 2	School	Evening Conferences 5-7 p.m. (K-6)
Thursday	November 3	School	Evening Conferences 5-7 p.m. (K-6)
Friday	November 4	No School	Professional Development
Monday- Tuesday	November 14-15	No School	Vacation Days (Deer Days)
Thurs-Fri	November 24-25	No School	Thanksgiving Break
Mon-Fri	Dec 19-Jan 2	No School	Winter Break
Tuesday	January 3	School	Classes Resume
Friday	February 17	No School	Professional Development
Monday	February 20	No School	President's Day
Mon-Fri	April 2-6	No School	Spring Break
Monday	April 9	No School	Easter Monday (Vacation Day)
Tuesday	April 10	School	Classes Resume
Monday	May 28	No School	Memorial Day
Friday	June 1	School	Last Day of School – Noon Dismissal

Summary	167.5	Teaching Days
5.5		Professional Development Days
<u>0.5</u>		Teacher Meeting Days
173.5		Days in the school calendar

## **SCHEDULE D HEAD COACH**

The Head Coach is directly responsible to the Athletic Director.

Specific Duties:

- a. Organize, supervise and coordinate Freshman, Junior Varsity and Varsity Programs within your realm of responsibility.
- b. Determine coaching responsibilities for assistant coaches.
- c. Issue call for team candidates.
- d. Schedule and conduct practice sessions.
- e. Supervise the cleaning, storage, issuing and collecting of equipment, locker and shower rooms and the assignment of lockers and the issuing and collection of locks.
- f. Be informed of Michigan High School Athletic Association Eligibility Rules.
- g. Be informed of contents of the Coaches Handbook
- h. Counsel with parents, athletes and teachers as necessary.
- i. Attend meetings called by the Athletic Director.
- j. Aid in scheduling contests and hiring of officials.
- k. Participate in Pep Assemblies.
- l. Prepare press releases and report scores to newspaper and radio stations.
- m. Consult with Athletic Director on disciplinary measures.
- n. Send in conference statistics.
- o. Have on file in Athletic Director's office an inventory of equipment, award requirements and training rules.
- p. Responsible for team conduct on and off bus while on trips.
- q. Prepare annual budget.
- r. Inspect equipment periodically and submit requests for maintenance as necessary.
- s. Submit list of award winners to Athletic Director.
- t. Complete official Michigan High School Athletic Association Rating Forms.
- u. Attend Michigan High School Athletic Association Rules meetings.

- v. Submit season won-loss record to Athletic Director.
- w. Assist the Athletic Director in scheduling athletic contests.
- x. Attend Sports Banquet and present awards.
- y. Perform reasonable duties associated with his/her coaching assignment.

#### **ASSISTANT COACH**

##### Specific Duties:

- a. Coach on Freshman, Junior Varsity, or Varsity level as determined by the Head Coach.
- b. Perform coaching tasks as directed by the Head Coach.
- c. Become familiar with Michigan High School Athletic Association Eligibility Rules.
- d. Attend staff meeting called by Head Coach or Athletic Director.
- e. Help supervise athletes on the field, in the locker rooms, on buses, in restaurants, etc.
- f. Aid in issuing, collection, care and storage of equipment.
- g. Counsel with parents, athletes and teachers as necessary.
- h. Perform scouting duties as directed by the Head Coach.
- i. Attend Sports Banquet.
- j. Serve as coach in absence of the Head Coach.
- k. Attend Michigan High School Athletic Association Rules meetings.
- l. Perform reasonable duties associated with his/her coaching assignment.

**ATHLETIC COACH EVALUATION**  
**Ironwood Area Schools**

Name of Coach \_\_\_\_\_ Assignment \_\_\_\_\_

The coach shall be evaluated as either satisfactory or unsatisfactory in each of the areas below:

**I. PROFESSIONAL AND PERSONAL RELATIONSHIPS**

- |   | S     | U     |
|---|-------|-------|
| A. Cooperates with the Administration and Athletic Director in regard to school policies.   | _____ | _____ |
| B. Maintains rapport with coaching staff, teachers, and support staffs.                     | _____ | _____ |
| C. Maintains a professional appearance during practices and games                           | _____ | _____ |
| D. Participate in Michigan High School Athletic Assn. and conference meetings as required.  | _____ | _____ |
| E. Public Relations: Cooperate and works well with the booster club and media.              | _____ | _____ |
| F. Cooperates with colleges and universities seeking information on student athletes.       | _____ | _____ |
| G. Demonstrates sportsmanship at games toward players and officials.                        | _____ | _____ |
| H. Rapport with players. Is consistent in addressing athletes in all phases of the program. | _____ | _____ |
| I. Maintains rapport with players and parents.  | _____ | _____ |
| J. Comments:  | _____ | _____ |

**II. COACHING PERFORMANCE**

- |   | S     | U     |
|---|-------|-------|
| A. Respect - sets example.  | _____ | _____ |
| B. Integration of Coaching and Teaching: Exhibits enthusiasm toward coaching, prepares his athletes in the basics. Actively promotes his/her sport. | _____ | _____ |
| C. Supervision and administration of locker and training rooms.   | _____ | _____ |
| D. Organizes, supervises, coordinates and evaluates practice sessions with proper attention to players' mental and physical well-being.             | _____ | _____ |
| E. Stays updated on current trends in his/her sport.  | _____ | _____ |



F. Consults with Athletic Director on program details. \_\_\_\_\_

G. Comments: \_\_\_\_\_

III. RELATED RESPONSIBILITIES S U

A. Compliance with meeting deadlines, requisitions, etc. \_\_\_\_\_

B. Submits eligibility list and rosters to the Athletic Director. \_\_\_\_\_

C. Care of equipment, issue, and storage. \_\_\_\_\_

D. Collection of equipment and inventory. \_\_\_\_\_

E. Knowledge of eligibility rules and MHSAA policies. \_\_\_\_\_

F. Records and Statistics: Maintains adequate written records, statistics, etc. \_\_\_\_\_

G. Comments: \_\_\_\_\_

IV. GENERAL COMMENTS S U

A. Head Coaches Only: Take charge in a leadership role of the staff, see that each assistant knows his duties. Make a continued effort to up-grade the total program. \_\_\_\_\_

B. Control/Discipline of athletes/staff \_\_\_\_\_

C. Comments: \_\_\_\_\_

Signature of Athletic Director: \_\_\_\_\_

Signature of Coach: \_\_\_\_\_

- 1st copy - Superintendent
- 2nd copy - Principal
- 3rd copy - Athletic Director
- 4th copy - Coach

**LETTER OF AGREEMENT  
BETWEEN THE  
IRONWOOD EDUCATION ASSOCIATION  
AND THE  
IRONWOOD AREA SCHOOL DISTRICT**

The above named parties heretofore agree to reopen negotiations for the 2010-2011/2011-2012 collective bargaining agreement immediately upon the enactment of the School Aid Act for the 2011-2012 school year.

Negotiations shall be limited to compensation items previously proposed during the current negotiations.

\_\_\_\_\_  
For Ironwood Area Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
For Ironwood Education Association

\_\_\_\_\_  
Date

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**The following signatures provide confirmation of the tentative agreement for the proposals listed on pages one through eight of this document.**

\_\_\_\_\_  
For Ironwood Area Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
For Ironwood Education Association

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT  
BETWEEN THE  
IRONWOOD EDUCATION ASSOCIATION  
AND THE  
IRONWOOD AREA SCHOOL DISTRICT**

The above named parties heretofore agree to the following:

- a) The current collective bargaining agreement shall expire on December 31, 2012.
- b) Insurance coverage shall change to the \$300-\$600 deductible with the \$20 Office Visit.
- c) Employees electing insurance shall pay 10% of the premium beginning July 1, 2011.
- d) Extra Duties:

**2. ARTICLE VI – TEACHING HOURS**

A. Teachers will be assigned on the job schedules beginning fifteen (15) minutes before the start of the class day and **ending fifteen (15) minutes after the close of the class day** [SUSPENDED: Teachers not on assigned duties may leave 5 minutes following student dismissal], excluding a duty-free uninterrupted lunch period, and will include a minimum of fifty (50) minutes for preparation. The time that teachers are available before and after school **is unassigned time and [SUSPENDED]** will not be counted as preparation time nor elementary break time. [Suspensions will last until the expiration of the agreement.]

Fridays and days before holidays, teachers may leave once the classes are dismissed.

**A subcommittee shall be set up of administrators and teachers to determine extra duty needs, extra duty pay, etc. A system shall be established by the subcommittee to rotate duties equitably.**

\_\_\_\_\_  
For Ironwood Area Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
For Ironwood Education Association

\_\_\_\_\_  
Date